

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

In re:) Case No. 17-04113
SOUTHEASTERN PLATEWORKS, LLC,)
Debtor.) Chapter 11

**APPLICATION FOR EMPLOYMENT
OF SPECIAL COUNSEL *NUNC PRO TUNC***
(Turner, Padget, Graham, & Laney P.A.)

COMES NOW Debtor In Possession, Southeastern Plateworks, LLC (hereinafter referred "Debtor"), and respectfully submits the instant Application for Approval of Employment of Special Counsel pursuant to 11 U.S.C. § 327(e) and Bankruptcy Rule 2014(a). In support of said Application the Debtor requests the Court to approve the employment of Turner, Padgett, Graham & Laney P.A. (hereinafter "Applicants") to represent and assist Debtor, as Special Counsel, in asserting Debtor's mechanic's and materialman lien rights and demands for bond coverage against Commonwealth Dynamics, LTD with regard to property owned by the South Carolina Public Service Authority ("Santee Cooper").

For this request, Debtor and Applicants represent as follows:

1. The Applicants, Turner, Padgett, Graham & Laney P.A. whose employment is requested:
 - (a) are professionally qualified and licensed in South Carolina for such employment;
 - (b) are not owed money by the Debtor;
 - (c) do not hold or represent an interest adverse to the Debtor with regard to contemplated representation, except as may be disclosed herein; and
 - (d) their employment is in the best interest of the Estate.

2. Attorneys of Turner, Padget, Graham & Laney P.A. currently represent Santee Cooper in a completely unrelated matter before the South Carolina Workers' Compensation Commission. This representation has been disclosed to the Debtor, and should not in any way effect Applicant's proposed representation. Altogether different attorneys at Applicant are involved in this unrelated representation. Debtor has signed an engagement letter and conflict waiver attached hereto as "Exhibit A".

3. The specific facts showing the necessity for the employment requested are as follows:

Applicants have been retained by Debtor, pending Court approval, to collect a debt owed to Debtor by Commonwealth Dynamics, LTD. Applicants will collect this debt by, among other thing, asserting mechanics and materialman lien rights against the property and for bond coverage where the material provided by Debtor were used. This property and project belongs to Santee Cooper, and is located in South Carolina.

4. The professional services to be rendered are as follows:

To act as attorneys for Debtor in asserting Debtor's mechanics lien rights and related collection efforts.

5. The reasons for the selection of Applicants are:

(a) Applicants are well qualified and experienced in these matters;

(b) Applicants have expertise with respect to the specific area of law applicable to South Carolina mechanics lien rights;

(c) The areas of representation by Applicants require specialized knowledge, expertise and substantial experience;

6. The representations made in this Application with respect to Applicants apply to each of partner, and associate, and members of the firm, professional corporation or other entity with whom or with which the Applicants are professionally associated.

7. The services of the attorneys are engaged by the debtor in possession under the following circumstances:

A. Attorneys of Applicants have agreed to bill for his services at an hourly rate of:

Ian McVey	\$ 275.00 per hour
Kristen Nichols	\$ 250.00 per hour
Samuel V. Priddy	\$ 225.00 per hour
Paralegals	\$ 125.00 per hour

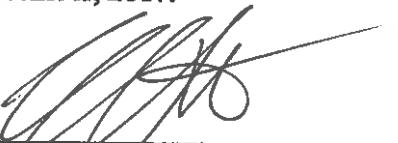
8. From time to time, or on an interim basis, and at the conclusion of the representation for the litigation identified herein, or as soon as practicable thereafter, Applicants shall file an Application for Compensation with the Court, which Application shall contain information with respect to time spent on such services and such other information as the Court may require and shall itemize with specificity the costs and/or expenses for which reimbursement is sought. Said persons will be heard by the Court in its normal and customary manner, at which time the Court may allow or disallow the Application for Compensation in whole or in part.

9. With the condition that the Court may allow different compensation after the conclusion of Applicant's employment, if the terms and conditions here proposed prove to have been improvident in light of the developments not capable of being presently anticipated, Applicants proposes the reasonable terms and conditions of Applicants' employment as described in the paragraph next herein above.

10. Any amounts paid to Applicants will be subject to and within the amounts already contemplated and approved for Debtor's professionals in the *Amended Stipulated Order Authorizing Debtor's Limited Use of Cash Collateral, Granting Adequate Protection, and Granting Related Relief* [Doc. 83], and any subsequent amendments to that order.

11. Applicants request their employment be authorized *nunc pro tunc* to December 14, 2017, which is when its work on behalf of Debtor began.

Respectfully submitted this the 20th day of December, 2017.


/s/
Lee R. Benton (ASB-8421-E631)
Samuel C. Stephens (ASB-0400-X11T)
Counsel for Debtor In Possession

OF COUNSEL:

BENTON & CENTENO, L.L.P.
2019 Third Avenue North
Birmingham, Alabama 35203
Phone: (205) 278-8000
Facsimile: (205) 278-8008
Email: lbenton@bcattys.com

The above *Application for Employment of Special Counsel* was read and
consented to by:



Southeastern Plateworks

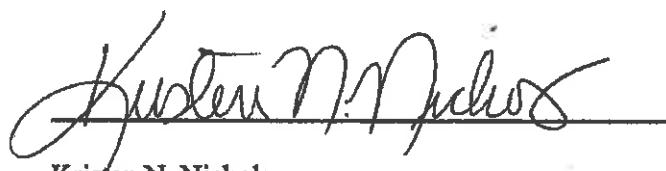
By: Ben Lyon

Its GENERAL manager

VERIFIED STATEMENT OF PERSONS TO BE EMPLOYED

By their signatures below, the undersigned hereby certify that they have read the above and foregoing Application. As required by Bankruptcy Rule 2014(a), and in accordance with Bankruptcy Rule 9011(b) and 28 U.S.C. § 1746, each of the undersigned declare under penalty of perjury that the statements there made with reference to them and their professional associates are true and correct.

Date: 12/20/17



Kristen N. Nichols

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of December, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM-ECF system, which will send notification of such filing to all parties requesting electronic service and by mailing a copy to the **Creditor Matrix**.

Bankruptcy Administrator's Office
Room 132
Robert S. Vance Federal Building
1800 Fifth Avenue North
Birmingham, Alabama 35203

N. Christian Glenos, Esq.
Bradley, Arant, Boult & Cummings
One Federal Place
1819 5th Avenue North
Birmingham, Alabama 35203



/s/ Lee R. Benton

Of Counsel

Label Matrix for local noticing

1126-2

Case 17-04113-DSC11

NORTHERN DISTRICT OF ALABAMA

Birmingham

Thu Dec 21 11:26:46 CST 2017

Blue Cross and Blue Shield of Alabama

c/o James P. Roberts

Burr & Forman LLP

420 N. 20th Street

Suite 3400

Birmingham, AL 35203-3284

F & S Equipment & Supplies, Inc.

Attn: Donice Key

3221 2nd Avenue South

Birmingham, AL 35222-1701

O'NEAL STEEL, INC.

Maynard, Cooper & Gale c/o Evan Parrott

11 North Water Street

Suite 24290

Mobile, AL 36602-5024

Southeastern Plateworks, LLC

4466 Pinson Valley Parkway

Birmingham, AL 35215-2940

AMERICAN EXPRESS BANK, FSB

C/O BECKET AND LEE LLP

PO BOX 3001

MALVERN, PA 19355-0701

Blue Cross and Blue Shield of Alabama

c/o Joe A. Joseph

Burr & Forman LLP

420 N. 20th Street

Suite 3400

Birmingham, AL 35203-3284

IberiaBank

Bradley Arant Boult Cummings, LLP

Attn: Chris Glenos

One Federal Place

1819 5th Avenue North

Birmingham, AL 35203-2120

Official Committee of Unsecured Creditors of

c/o Burr & Forman LLP

420 20th Street North, Suite 3400

Birmingham, AL 35203-5210

U. S. Bankruptcy Court

Robert S. Vance Federal Building

1800 5th Avenue North

Birmingham, AL 35203-2111

Advantage Capital Alabama

c/o Christian & Small LLP

1800 Financial Center

505 N. 20th Street

Birmingham, AL 35203-4633

Chapel Steel Corporation

c/o Parnell & Parnell, P.A.

P.O. Box 2189

Montgomery, AL 36102-2189

Metalplate Galvanizing L.P.

Attn: Randall C. Shealy

1120 39th Street North

Birmingham, AL 35234-2456

Saginaw Pipe Co., Inc.

Attn: Jim Boteler

P O Box 8

Saginaw, AL 35137-0008

1049 Triad Court

1049

Marietta, GA 30062-2259

AAA Industrial Repair, LLC

P. O. Box 31

Odenville, AL 35120-0031

ALACOMP

AlaComp, Dept B

P.O. Box 830520

Birmingham, AL 35283-0520

ARC Document Solutions, LLC

P.O. Box 935491

Atlanta, GA 31193-5491

ATS Specialized Inc.

NW 7130

P.O. Box 1450

Minneapolis, MN 55485-7130

Advantage Capital

909 Pydras Street #2230

New Orleans, LA 70112-4003

AirGas South

P.O. Box 532609

Atalanta, GA 30353-2609

Al's Repairs

P.O. Box 535

Pell City, AL 35125-0535

Alabama Graphics & Eng. Supply

2801 5th Avenue South

Birmingham, AL 35233-2819

Alabama Sling Center, Inc.

P.O. Box 637441

Cincinnati, OH 45263-7441

Allied Energy Comp., LLC

2057 Valleydale Road

Suite 100

Birmingham, AL 35244-2707

Applied Technical Services

1049 Triad Court

Marietta, GA 30062-2259

Argus Steel Products

P. O. Box 25133

Richmond, VA 23260-5133

Aveva, Inc.

10350 Richmond Avenue, Ste. 0

Houston, TX 77042-4269

Babcock & Wilcox

20 South Van Buren Avenue

Barberton, OH 44203-3585

Barfield Murphy Shank & Smith

P.O. Box 162074

Atlanta, GA 30321-2074

Birmingham District Tax Office
P O Box 13156
Birmingham, AL 35202-3156

Birmingham Fasteners, Inc.
Department #5564
P.O. Box 11407
Birmingham, AL 35246-5564

Black Hawk Inc
930 Blue Gentian Road Suite 400
Eagan, MN 55121-1675

Blackhawk Incorporated
2520 Pilot Knob Road Suite 300
Mendota Heights, MN 55120-1146

Blue Cross Blue Shield Of Alabama
P.O. Box 360037
Birmingham, AL 35236-0037

Brannon Electrical Motor Co.
3022 6th Ave., South
Birmingham, AL 35233-3593

Bridgestone Hosepower LLC
DBA Hosepower USA
PO Box 861777
Orlando, FL 32886-1777

C&L Wood Products, Inc.
62 Walnut Road
Hartselle, AL 35640-5348

CSM Consulting, Inc.
15117 Laurel Cove Circle
Odessa, FL 33556-3121

Carboline
P.O. Box 931942
Cleveland, OH 44193-0004

Chapel Steel
P.O Box 951928
Dallas, TX 75395-1928

Chapel Steel Corporation
590 North Bethlehem Pike
Attn: Justin Koniz
PA
Lower Gwynedd, PA 19002-2641

Chatham Steel Corporation
P.O. Box 930362
Atlanta, GA 31193-0362

Chemtall US Inc.
22040 Network Place
Chicago, IL 60673-1220

Cincinnati Fastener
21 East 73rd Street
Cincinnati, OH 45216-2094

Cintas Corporation #0247
P.O. Box 631025
Cincinnati, OH 45263-1025

Dennis Swaney Steel Detailing
Services LLC
P.O. Box 948
Nash, TX 75569-0948

Department of Revenue
Jefferson County Courthouse
Birmingham, AL 35263

Double H Freight LLC
c/o Probilling and Funding Service
PO BOX 2222
Decatur, AL 35609-2222

Dutch Lubricants, LLC
P.O. Box 2365
Columbus, MS 39704-2365

E. Fann Real Estate LLC
207 Eastside Square
Huntsville, AL 35801-4802

Eastern Industrial Supplies
P.O. Box 75106
Charlotte, NC 28275-0106

Emerson Fann
207 East Side Square
Huntsville, AL 35801-4802

ExxonMobil
Baton Rouge Refinery
P.O. Box 4275
Houston, TX 77210-4275

F & S Equipment & Supplies
P.O. Box 2012
Birmingham, AL 35201-2012

FabenCo
2002 Karbach
Houston, TX 77092-8406

Feralloy Corporation
8755 West Higgins Road
Suite 970
Chicago IL 60631-2735

Feralloy Corporation
P.O. Box 100174
Atlanta, GA 30384-0174

Fire Safe
P.O. Box 857
Pinson, AL 35126-0857

Fuel Tech
27601 Bella Vista Parkway
Warrenville, IL 60555-1617

GHX Industrial LLC
DBA Valley of Birmingham
Dept 207 PO Box 4346
Houston, TX 77210-4346

GWD Con-Serv Inc.
685 Aviation Blvd.
Georgetown, SC 29440-8717

General Counsel
State Department of
Industrial Relations
Montgomery, AL 36102

Gorrie-Regan
2927 Central Ave.
Birmingham, AL 35209-2567

Grainger
Dept 865291371
Palatine, IL 60038-0001

Hamon Research-Cottrell, Inc.
P.O. Box 1500
Somerville, NJ 08876-1251

Harmon Cusodis, Inc.
58 E Main Street
Somerville, NJ 08876-2312

Harsco Industrial IKG
Attn: Credit & Collections
PO Box 310
Channelview, TX 77530-0310

Harsco Industrial IKG
P.O. Box 532875
Atlanta, GA 30353-2875

Hassler Machine Company
3711 Industrial Parkway
Birmingham, AL 35217-5316

Heavy Maintenance Supply
1803 Fifth Avenue
Jasper, AL 35501-5335

Hornsby Steel, Inc.
57 Arena Drive
Cleveland, AL 35049-4036

(p) IBERIA BANK
PO BOX 52747
LAFAYETTE LA 70505-2749

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
P. O. Box 7346
Philadelphia, PA 19101-7346

International Paint LLC
P.O. Box 847202
Dallas, TX 75284-7202

Jimenez Abel
c/o Frank G. Alfano, Esq.
2323 2nd Avenue North
Birmingham, AL 35203-3807

Johnson Manufacturing Co, Inc.
P.O. Box 96
114 Lost Grove Road
Princeton, IA 52768-7728

Johnson Manufacturing Co, Inc.
P.O. Box 96
Princeton, IA 52768-0096

Kennedy Galvanizing, Inc.
301 Industrial Blvd
Cullman, AL 35055

Klockner Metals Corp BIR
NC Receivables Corp
P.O. Box 200040
Dallas, TX 75320-0040

Kloeckner Metals Corp APP
NC Receivables Corp
PO Box 932090
Atlanta, GA 31193-2090

Layton Environmental Eng, LLC
1900 CrestWood BLVD
Suite 114
Birmingham, AL 35210-2056

Lift One LLC
P.O. Box 602727
Charlotte, NC 28260-2727

Mayer Electric Company
P.O. Box 896537
Charlotte, NC 28289-6537

McMaster-Carr
P.O. Box 7690
Chicago, IL 60680-7690

McMaster-Carr Supply Company
1901 Riverside Parkway
Douglasville, GA 30135-3150

Metalplate Galvanizing, L.P.
P.O. Box 1463
Birmingham, AL 35201-1463

Mulvehill Service Company
2604 Decatur Highway
Gardendale, AL 35071-2116

NDS
P.O. Box 382693
Birmingham, AL 35238-2693

New Breed Products
P.O. Box 1781
Bessemer, AL 35021-1781

NexAir LLC
P.O. Box 125
Memphis, TN 38101-0125

O'Neal Steel, Inc.
P.O. Box 934243
Atlanta, GA 31193-4243

Ohio Grating, Inc.
5299 Southway Street SW
Canton, OH 44706-1992

P&R Metals, Inc.
4017 Richard Arrington Blvd N
Birmingham, AL 35212-1101

PPG Architectural Finishes Inc
PO Box 536864
Atlanta, GA 30353-6864

Paul Reaves
1622 San Giovanni Drive
Miramar Beach, FL 32550-5812

Paul Reaves
2816 Berkeley Drive
Birmingham, AL 35242-4100

Phoenix Metals Company
P.O. Box 932589
Atlanta, GA 31193-2589

Principal Financial Group
PLIC-SBD Grand Island
P.O. Box 10372
Des Moines, IA 50306-0372

RJ Young Company
809 Division St
Nashville TN 37203-4145

RangeWay Carriers, LLC
Corporate Billing
Dept. 100 P.O. Box 830604
Birmingham, AL 35283-0604

Research Solutions
P.O. Box 1667
Pelham, AL 35124-5667

Research Solutions Group, Inc.
PO Box 1667
Pelham, AL 35124-5667

Richardson Hardware Co.,
1840 Pinson Street
Tarrant, AL 35217-2418

Robert J Young Company, LLC
MSC 7511
P.O. Box 415000
Nashville, TN 37241-7511

Rolled Alloys, Inc.
Dept 33901
P.O. Box 67000
Detroit, MI 48267-0339

Saginaw Pipe
Department 3316
P.O. Box 2153
Birmingham, AL 35287-3316

Secretary of the Treasury
1500 Pennsylvania Ave. NW
Washington, DC 20220-0001

Shred-It USA Birmingham
P.O. Box 13574
New York, NY 10087-3574

Shred-It USA LLC
7734 S 133rd Street
Omaha, NE 68138-3499

SouthEast Crane and Hoist
P.O. Box 1207
Pell City, AL 35125-5207

Southern Bank
221 South 6th Street South
Gadsden, AL 35901-4102

Southern Gas & Supply of Birmingham LLC
125 Thruway Park
Broussard, LA 70518-3601

Southern Gas and Supply of Birmingham LLC
Attn: Lisa Gintz/Cheryl Smith
4709 Bluebonnet Blvd., Suite A
Baton Rouge, LA 70809-9655

State Department of Revenue
P O Box 1927
Pelham, AL 35124-5927

State of Alabama Dept. of Revenue
P O Box 320001
Montgomery, AL 36132-0001

Stewart Supply Company Inc.
2068 Valleydale Terrace
Birmingham, AL 35244-1726

TNEMEC Company, Inc.
6800 Corporate Drive
Kansas City, MO 64120-1372

The A588 & A572 Steel Company
PO BOX 654013
Dallas, TX 75265-4013

The Stewart Organization, Inc.
P.O. Box 43427
Birmingham, AL 35243-0427

Tnemec Company, Inc.
P.O. Box 843797
Dallas, TX 75284-3797

Turner Supply Company
Dept. AT 952976
Atlanta, GA 31192-2976

US Securities and Exchange Commission
Atlanta Regional Office Suite 900
950 East Paces Ferry Road
Atlanta, GA 30326-1180

United Conveyor Company
2100 Norman Drive West
Waukegan, IL 60085-6753

United Rentals, Inc.
Attn: James Griffin
6125 Lakeview Road #300
Charlotte, NC 28269-2616

United Rentals, Inc.
P.O. Box 100711
Atlanta, GA 30384-0711

United States Attorney
Northern District of Alabama
1801 Fourth Avenue North
Birmingham, AL 35203-2101

Valmont Industries , Inc.
Birmingham Galvanizing
P. O . Box 101021
Atlanta, GA 30392-1021

Vision Service Plan
P.O. Box 742788
Los Angeles, CA 90074-2788

Vulcan Industrial Supply
2790 Pinson Valley Parkway
Birmingham, AL 35217-1841

W-T Machine & Welding
3801 Industrial Drive
Birmingham, AL 35217-1375

Warehouse Equipment and Supply
116 W. Park Drive
P.O. Box 19808
Birmingham, AL 35219-0808

Warren Averett Kimbrough & Marino LLC
2500 Action Road
Birmingham, AL 35243-4219

Weld Wire Company Inc
103 Queens Drive
P.O. Box 60340
King of Prussia, PA 19406-0340

WhiteFab, Inc.
P.O. Box 36967
Birmingham, AL 35236-6967

William J. Lowery
1240 Main Street
Gardendale, AL 35071-2494

Nurth House of Threads, Inc.
144 Industrial Drive
Birmingham, AL 35211-4466

J. Thomas Corbett
Bankruptcy Administrator
1800 5th Avenue North
Birmingham, AL 35203-2111

Jon A Dudeck
Bankruptcy Administrator-Bham Office
1800 5th Ave N Rm 132
Birmingham, AL 35203-2126

Lee R. Benton
Benton & Centeno, LLP
2019 Third Avenue North
Birmingham, AL 35203-3301

Samuel Stephens
Benton & Centeno, LLP
2019 Third Avenue North
Birmingham, AL 35203-3301

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Iberia Bank
P.O. Box 12440
New Iberia, LA 70562

Internal Revenue Service
801 Tom Martin Dr.
Birmingham, AL 35211

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) P & R Metals, Inc.

(d) AMERICAN EXPRESS BANK, FSB
C/O BECKET AND LEE LLP
PO BOX 3001
MALVERN PA 19355-0701

(d) Applied Technical Services, Inc
1049 Triad Court
Marietta, GA 30062-2259

(u) Employee Vacation Accrual

(u) Hamon Research-Cottrell, Inc.
P.O. Box 1500
Somervil

(d) Southern Bank Company
221 South 6th Street South
Gadsden, AL 35901-4102

(d) W-T Machine & Welding, Inc.
3801 Industrial Drive
Birmingham, AL 35217-1375

End of Label Matrix	
Mailable recipients	141
Bypassed recipients	7
Total	148

Exhibit A

Kristen N. Nichols

Writer's Direct Dial: (843) 576-2836
Writer's Direct Fax: (843) 577-1659
Email: knichols@turnerpadget.com

December 20, 2017~~December 14, 2017~~

Via E-mail Only

Mr. Ben Lyon
Southeastern Plateworks, LLC
blyon@southeasternplateworks.com

Re: South Carolina Mechanic's Lien Litigation

Dear Mr. Lyon:

Subject to Bankruptcy Court approval of our representation and its terms, we welcome Southeastern Plateworks, LLC as a client and confirm the engagement of Turner Padget Graham & Laney in accordance with the terms of this letter. We are grateful for the opportunity to serve Southeastern Plateworks, LLC and shall strive to provide Southeastern Plateworks, LLC with effective and efficient legal services. Ultimately, satisfaction with our services is the key to a successful professional relationship. This should begin with a mutual understanding of expectations regarding services to be performed and requires full and candid communications between us. Please let us know if you have any questions regarding any aspect of the matters the firm is handling for Southeastern Plateworks, LLC

Our firm believes that one of the best first steps toward an effective attorney-client relationship is an engagement letter that explains our services. To that end, we send this letter describing the terms under which we agree to provide legal services, effective upon receipt from you of an executed copy of this letter but subject to Bankruptcy Court approval in the case of Southeastern Plateworks, LLC, BK No. 17-04113-DSC-11. We ask that you read this letter carefully and ask us any questions you may have.

Turner Padget's client will be the Chapter 11 Bankruptcy estate of Southeastern Plateworks, LLC. We have not been requested to, nor do we, by this letter, undertake representation of any other company, business, person, officer, director, employee, or parent, subsidiary, or affiliated entity.

Scope of representation

Based on our understanding, our engagement will involve assistance with filing a mechanics lien or bond claim for materials fabricated and delivered to a jobsite in Cross, Berkeley County, South Carolina. We understand that from time to time Southeastern Plateworks, LLC may request that we provide legal services as to other matters. We will be

pleased to provide such services, subject to reaching a mutual written understanding as to the nature and scope of the services to be provided and our determination that we may undertake the

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representation in accordance with applicable standards of professional responsibility and ethics. Please be advised that we are not currently engaged to provide Southeastern Plateworks, LLC with any type of tax counsel.

Unless directed otherwise, you will be our primary contact with responsibility for Southeastern Plateworks, LLC matters, and we will direct our communications to you unless and until instructed otherwise.

We will act on Southeastern Plateworks, LLC's behalf in all reasonable respects. Any advices on our part concerning the outcome of legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are limited by our knowledge of the facts and are based on the law and the facts known to us at the time they are expressed.

We will keep Southeastern Plateworks, LLC and its counsel advised of the status of this matter and of significant developments as they occur. We ask that Southeastern Plateworks, LLC keep us advised of changes or developments that might affect the matters within the scope of our representation.

Kristen N. Nichols and Ian D. McVey will be the attorneys at Turner Padget primarily responsible for this and other Southeastern Plateworks, LLC matters, including staffing and billing. They may be assisted by other attorneys and professionals as needed. We have a number of attorneys and professionals within the firm with various capabilities. Depending upon the particular issues with which we might be involved in the future with this matter, when attention by one of these other individuals would most effectively and efficiently serve Southeastern Plateworks, LLC's interests, such individuals will become involved.

The firm's fee structure is based upon hourly rates for all attorneys, paralegals and law clerks. Our hourly rates for attorneys will be billed according to the following schedule: Ian McVey will bill at a rate of \$275 per hour; Kristen Nichols will bill at the rate of \$250 per hour; and Paralegals and law clerks bill at the rate of \$125 per hour. On the first of each succeeding year, Turner Padget may change its billing rates for its attorneys and other professionals. All attorneys, paralegals, and law clerks record time expended on hourly fee matters in increments of one-tenth of an hour, which serve as the basis for the hourly charges. Travel will be billed at the attorney's hourly rate as defined above. Time will be kept in one-tenth of an hour increments, kept contemporaneous with the described services.

Should it be necessary to use other attorneys or professionals, they will be billed at their regular hourly rates. Additionally, all costs incurred in the handling of the file which are passed on to the client are itemized on the statement. Such costs may include fees for expert witnesses,

consultants, travel, computer legal research, court reporters and couriers. Expenses for third party services exceeding \$100.00 will be submitted to Southeastern Plateworks, LLC for direct payment to the vendor, rather than included on our statement. Upon Bankruptcy Court approval, and in conformity with our Court approved Application, we would appreciate Southeastern Plateworks, LLC paying any invoices we send in a prompt fashion.

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We will submit our bills directly, on a monthly basis, itemizing any charges advanced on Southeastern Plateworks, LLC's behalf. Our bills will be formatted to identify the date upon which tasks are performed, a general description of the work performed on that date, and the time expended for such daily work. Bills will include the time reasonably required if anyone in our firm is requested to testify about the subject matter of our representation.

Southeastern Plateworks, LLC will be billed on a monthly basis for attorney and other professional time, as well as for costs incurred. We reserve the right to charge one percent (1%) interest per month on all unpaid balances after thirty days. We will provide notice to Southeastern Plateworks, LLC if the approved billing account for this matter becomes delinquent, and Southeastern Plateworks, LLC agrees to promptly bring the account current. If the delinquency continues and payment terms are not arranged that are satisfactory to us, we may seek to withdraw from representation in a manner which is consistent with applicable rules of professional conduct. Southeastern Plateworks, LLC agrees to pay the costs of collecting the outstanding debt, including court costs, filing fees, and reasonable attorney's fees.

Our fees and expenses are not contingent upon the final resolution of this matter. In conformity with and Court approved Application, our invoices are payable upon receipt. Billing concerns are best resolved promptly while the activities are easily recalled. For that reason, you agree to carefully read all invoices and promptly notify us, in writing, of any claimed errors or discrepancies within thirty days from the invoice date.

In the unlikely event that we are required to institute legal proceedings to collect fees and disbursements, the prevailing party will be entitled to reasonable attorney fees and other costs of collection.

At all times, Southeastern Plateworks, LLC has the right to terminate our engagement upon notice to us, but such termination shall not affect Southeastern Plateworks, LLC's obligation to pay for all approved services rendered and expenses incurred prior to the time of such termination and in connection with an orderly transition of the matter.

We reserve the right to request the Court allow us to withdraw from our representation of any client upon reasonable notice if our fees and expenses are not paid when due under the terms of our engagement; or if any other material terms of our engagement are not honored by Southeastern Plateworks, LLC; or if Southeastern Plateworks, LLC does not reasonably cooperate with us or follow our advice as we deem necessary for us to perform our engagement

properly; or if such withdrawal is otherwise required by applicable rules of professional conduct. Upon such withdrawal, Southeastern Plateworks, LLC shall continue to be obligated to pay for all approved services rendered and expenses incurred prior to the effectiveness of such withdrawal.

TURNER PADGET

If our engagement is terminated by you, or if we withdraw from representation, we expect you to take all steps necessary to free us of any obligation to perform further services, including the execution and filing of any papers necessary to terminate our representation or affect our withdrawal.

Upon conclusion of this engagement, we will maintain Southeastern Plateworks, LLC's file in accordance with our records retention policy. Generally, after seven (7) years, files are destroyed.

Also, our engagement will be deemed ended, unless there is a subsequent request that we perform additional services for Southeastern Plateworks, LLC.

If the provisions as set forth in this letter are acceptable, please sign below, keep a copy for yourself, and return the original signed letter to us via email. A photocopy, scanned, or facsimile copy of this letter and signatures shall have the same force and effect as an original. Please note that we will not begin substantive work on the file until the engagement letter is remitted even before Court approval, but upon a requested *nunc pro tunc* basis. We are very appreciative of the opportunity to assist Southeastern Plateworks, LLC with its legal needs.

Very truly yours,

TURNER PADGET GRAHAM & LANEY P.A.

Kristen N. Nichols

I agree with the terms as outlined in this letter.

Southeastern Plateworks, LLC

By: BEN LYON
Its: GENERAL MANAGER

Date

12/20/17

Turner | Padget

Kristen N. Nichols

Writer's Direct Dial: (843) 576-2836
Writer's Direct Fax: (843) 577-1659
Email: knichols@turnerpadget.com

December 14, 2017

VIA EMAIL: blyon@southeasternplateworks.com

Southeastern Plateworks, LLC

ATTN: Ben Lyon

4466 Pinson Valley Parkway

Birmingham, AL 35215

Re: South Carolina Mechanic's Lien Litigation

Dear Ben:

This correspondence follows our earlier communication wherein I requested a conflict waiver for Turner Padget Graham & Laney, P.A. in the above-referenced matter. As you know, Southeastern Plateworks, LLC ("SEPW") has retained this firm to represent it in a mechanic's lien action against Commonwealth Dynamics, LTD with regard to a project on property owned by the South Carolina Public Service Authority ("Santee Cooper") in Berkeley County, South Carolina. As I disclosed in my earlier communication, this firm currently represents the South Carolina Public Service Authority ("Santee Cooper") in certain matters before the South Carolina Workers' Compensation Commission. Any action filed will likely require the naming of Santee Cooper as party as it is part owner of the real property.

Rule 1.7(b) of the South Carolina Rule of Professional Conduct provides, in pertinent part, as follows:

Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law;
- (3) the representation does not involve the assertion of a claim by one client against another client in the same litigation or other proceeding before a tribunal; and each affected client gives informed consent, confirmed in writing.

As I have indicated, this firm believes it can continue to competently represent SEPW in the Mechanic's Lien action while we handle Santee Cooper's Workers' Compensation matters.

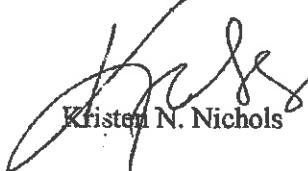
The representations are separate and distinct and handled by different members of our firm. We further believe that this representation is not prohibited by law nor does it require us to assert a claim by one client against the other in the same litigation or proceeding. We would, therefore, respectfully request that SEPW acknowledge the disclosure of these conflicts and consent to the waiver of same. I have affixed a signature block below for your consent and appreciate your agreeing to do so. I also appreciate your continuing confidence in Turner Padget Graham & Laney, P.A.

Please do not hesitate to contact me should you have any questions.

With kind regards, I am

Yours truly,

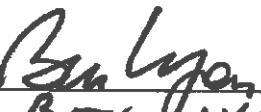
TURNER PADGET GRAHAM & LANEY, P.A.



Kristen N. Nichols

**I ACKNOWLEDGE THE DISCLOSURE OF THE CONFLICT OF INTEREST AS
SET FORTH ABOVE AND CONSENT TO WAIVE SAID CONFLICT.**

SOUTHEASTERN PLATEWORKS, LLC



Ben Lyon

By: BEN LYON
Its: GENERAL MANAGER
Date: 12/19/17

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